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#### LAW OFFICES OF LOUIS E. GITOMER

### SURFACE FRANSPORTATION BOARD

LOUIS E GITOMER
LOU\_GITOMER@VERIZON.NET

June 9, 2009

THE ADAMS BUILDING, SUITE 301 600 BALTIMORE AVENUE TOWSON, MARYLAND 21204-4022 (202) 466-5532 FAX (410) 332-0885

Honorable Anne K. Quinlan Acting Secretary Surface Transportation Board Washington, DC 20423

Dear Acting Secretary Quinlan:

I have enclosed for efiling the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Assignment, a secondary document, dated as of June 9, 2009. The primary document to which this is connected is recorded under a new Recordation No. We request that this document be recorded under the "A" suffix for the new Recordation No.

The names and addresses of the parties to the Memorandum of Assignment are:

#### Assignor

Banc of America Leasing & Capital, LLC 2059 Northlake Parkway, 4 South Tucker, GA 30084

#### Assignee:

Midwest Railcar Corporation 4949 Autumn Oaks Drive, Suite B Maryville, II 62062

A description of the equipment covered by the Memorandum of Assignment consists of 100 Trinity Cement Twin Covered Hopper Cars numbered SDWX 10234-10333, inclusive.

Honorable Anne K. Quinlan June 9, 2009 Page 2

A fee of \$41.00 is enclosed. Please return one copy by email to:

Louis E. Gitomer 600 Baltimore Avenue, Suite 301 Towson, MD 21204 Lou\_Gitomer@verizon.net

A short summary of the document to appear in the index follows: a Memorandum of Assignment between Banc of America Leasing & Capital, LLC, 2059 Northlake Parkway, 4<sup>th</sup> Floor, Tucker, GA 30084-4431, and Midwest Railcar Corporation, 4949 Autumn Oaks Drive, Suite B, Maryville, IL 62062, covering 100 Trinity Cement Twin Covered Hopper Cars numbered SDWX 10234-10333, inclusive.

Enclosure

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## MEMORANDUM OF ASSIGNMENT SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF ASSIGNMENT, dated as of the \_\_\_\_\_ day of June 2009 is made by Banc of America Leasing & Capital, LLC, a Delaware limited liability company with an address of 2059 Northlake Parkway, 4th Floor, Atlanta, GA 30084 ("Assignor") and Midwest Railcar Corporation, an Illinois corporation with an address of 4949 Autumn Oaks Drive; Suite B, Maryville, IL 62062 ("Assignee").

#### KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Assignor and Assignee entered into that certain Assignment and Specification of Assigned Schedule dated as of the date hereof to that certain Master Assignment Agreement dated as of February 27, 2009 (the "Assignment");

WHEREAS, under the Assignment, Assignor assigned and Assignee assumed all of Assignor's present and future rights, obligations, and interest in, to and under that certain Schedule No. 004 dated as of June 2, 2009 between Assignor, as bessor, and Cornex, Inc., as Lessee (the "Schedule"), entered into pursuant to that certain Rail Equipment Net Leasing Agreement dated as of December 9, 2008 by and between Assignor and Centex Inc., Centex Construction Materials Atlantic, LLC, Cemex Construction Materials Florida, LLC, Cemex Construction Materials Pacific, LLG, Cemex Construction Materials South, LLC, Cemex Cement, Inc., Comex Coment of Texas, L.P., Comex Pacific Coast Coment Corporation, Comex California Coment LLC, and RMC Pacific Materials, Inc., as co-lessees (the "Lease") relating to 100 Trinity Cement Twin Covered Hopper Railcars built in 1998 (the "Equipment") as more completely described on Schedule A attached hereto and made a part hereof, as described in a filed with the Surface Memorandum of Lease Agreement, dated as of and assigned Recordation Transportation Board ón

WHEREAS, Assignor and Assignee desire to show for the public record the existence of the aforesaid Assignment, and their respective interests therein and accordingly, Assignor and Assignee here caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are bereby acknowledged. Assigner and Assignee hereby confirm and agree that Assigner has assigned to Assignee all right, title and interest of Assigner in, to and under the Schedule (and the Lease but only as incorporated by reference in the Schedule) and the Equipment subject thereto, as described on Schedule A hereto, and Assignee has accepted such assignment and has assumed the obligations thereunder as provided in the Assignment.

The terms and provisions of the Assignment and the Schedule are more particularly set forth in the Assignment and Schedule referenced above.

This Memorandum of Assignment may be executed in any number of counterparts, each executed counterpart constituting as an original but altogether only one Memorandum of Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Assignment to be executed as of the day and year first above written.

Assignor:
BANC OF AMERICA LEASING &
CAPITAL, LLC
By: Whene & Waren Name: Annemarie L. Warren
Title: Vice President
Assignee:
MIDWEST RAILCAR CORPORATION
_
Ву:
Name:Richard M. Folio
Title Executive Vice President

IN WITNESS WITEREOF, the parties hereto have executed or caused this Memorandum of Assignment to be executed as of the day and year first above written.

Assignor:
BANC OF AMERICA LEASING &
CAPITAL, LLC
By:
Name:
Title:
Assignee:
MIDWESTRANLEAB CORPORATION
- The William I
By flerent / The
Name:Richard M. Folio
Title:Executive Vice President

STATE OF MASSACHUSETTS )
On this day of June, 2009 before me appeared Munic L. Warn the person who signed this instrument, who acknowledged that (s)he is the View fresident of BANC OF AMERICA LEASING AND CAPITAL, LLC and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.
[Seal]  Notary Public  Notary Public  Notary Public
STATE OF)  ss.  COUNTY OF)  On this day of, 2009, before me, the undersigned notary public, personally appeared Richard M. Folio, the person who signed this instrument, who acknowledged that he is the Executive Vice President of Midwest Railcar Corporation, an
Illinois corporation to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.  (official signature and seal of notary)

On this day of March, 2009 before me appeared	STATE OF MASSACHUSET	ITS)
On this day of March, 2009 before me appeared		) ss.
Notary Public  Notary Public  STATE OF SAUNTY OF SAUNTERS.  On this 3º day of June, 2009, before me, the undersigned notary public, personally appeared Richard M. Folio, the person who signed that instrument, who cknowledged that he is the Executive Vice President of Midwest Railcar Corporation.	COUNTY OF SUFFOLK	)
Notary Public  Notary Public  STATE OF HARYWAD  On this 3 tay of Line, 2009, before me, the undersigned notary public, personally appeared Richard M. Folio, the person who signed this instrument, who cknowledged that he is the Executive Vice President of Midwest Railcar Corporation.	On this day of M	farch, 2009 before me appeared, t
Seal]  Notary Public  Notary Public	person who signed this instrur	ment, who acknowledged that (s)he is the
Notary Public  My Commission expires:  STATE OF LIARY ON )  SS.  SOUNTY OF BANKE )  On this 3 ed day of Line , 2009, before me, the undersigned notary public, crsonally appeared Richard M. Folio, the person who signed this instrument, who cknowledged that he is the Executive Vice President of Midwest Railcar Corporation llinois corporation to be the person whose name is signed on the preceding document,		
Notary Public	signed such instrument as a fro	ree act on behalf of said corporation.
My Commission expires:  STATE OF <u>LIARY COND</u> SS.  SOUNTY OF <u>BAUNTORE</u> On this <u>3er</u> lay of <u>Line</u> , 2009, before me, the undersigned notary public, personally appeared Richard M. Folio, the person who signed this instrument, who cknowledged that he is the Executive Vice President of Midwest Railcar Corporation llinois corporation to be the person whose name is signed on the preceding document,	Seal]	
My Commission expires:  STATE OF <u>LIARY COND</u> SS.  SOUNTY OF <u>BAUNTORE</u> On this <u>3er</u> lay of <u>Line</u> , 2009, before me, the undersigned notary public, personally appeared Richard M. Folio, the person who signed this instrument, who cknowledged that he is the Executive Vice President of Midwest Railcar Corporation llinois corporation to be the person whose name is signed on the preceding document,		Notary Public
On this 3en lay of Line, 2009, before me, the undersigned notary public, ersonally appeared Richard M. Folio, the person who signed this instrument, who cknowledged that he is the Executive Vice President of Midwest Railcar Corporation llinois corporation to be the person whose name is signed on the preceding document,		•
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cknowledged that he is the Executive Vice President of Midwest Railcar Corporation llinois corporation to be the person whose name is signed on the preceding document,	TATE OF <u>MARYUND</u> ) COTO SOUNTY OF BAUTHORE	) ss. )
llinois corporation to be the person whose name is signed on the preceding document,	On this 3enday of Jun	سفر, 2009, before me, the undersigned notary public,
	On this 3 enday of Junersonally appeared Richard N	<u>νέ</u> ., 2009, before me, the undersigned notary public, M. Folio, the person who signed this instrument, who
cknowledged to me that he signed it voluntarily for its stated purpose.	On this <u>3 <sup>en</sup>tlay of مبل</u> crsonally appeared Richard N cknowledged that he is the E	مَّانِي , 2009, before me, the undersigned notary public, M. Folio, the person who signed this instrument, who Executive Vice President of Midwest Railcar Corporation, as
	On this 3 <sup>en</sup> day of Junersonally appeared Richard Northwest Richard Northwest Chrowledged that he is the Ellinois corporation to be the p	M. Folio, the person who signed this instrument, who executive Vice President of Midwest Railcar Corporation, and person whose name is signed on the preceding document, and
	On this 3 <sup>en</sup> day of Junersonally appeared Richard Northwest Richard Northwest Chrowledged that he is the Ellinois corporation to be the p	M. Folio, the person who signed this instrument, who executive Vice President of Midwest Railcar Corporation, and person whose name is signed on the preceding document, and
HENRYKA W GRYC CRAIG	On this 3 <sup>en</sup> day of Junersonally appeared Richard Northwest Richard Northwest Chrowledged that he is the Ellinois corporation to be the p	M. Folio, the person who signed this instrument, who executive Vice President of Midwest Railcar Corporation, and person whose name is signed on the preceding document, and
NOTARY PUBLIC STATE OF MARYLAND (OTHERS SIGNATURE and Seas of Hotary)	On this 3 enday of July cersonally appeared Richard Northwest Rich	, 2009, before me, the undersigned notary public, M. Folio, the person who signed this instrument, who executive Vice President of Midwest Railcar Corporation, and person whose name is signed on the preceding document, and igned it voluntarily for its stated purpose.
County of Baltimore  My Commission Expires September 26, 2005	On this 3 enday of Junersonally appeared Richard Nocknowledged that he is the Ellinois corporation to be the pecknowledged to me that he si  HENRYKA W GRYC CONTARY PUBLIC STATE OF A	A. Folio, the person who signed this instrument, who executive Vice President of Midwest Railcar Corporation, and person whose name is signed on the preceding document, and igned it voluntarily for its stated purpose.  (a) ARAIG (official signature and seal of notary)

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# SCHEDULE A EQUIPMENT DESCRIPTION

QUANTITY

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	Trinity Cement Twin Covered Hopper Cars built in 1998		
SDWX 10253	SDWX 10287	SDWX 10298	SDWX 10330
SDWX 10254	SDWX 10288	SDWX 10299	SDWX 10331
SDWX 10255	SDWX 10289	SDWX 10300	SDWX 10332
SDWX 10256	SDWX 10234	SDWX 10301	SDW/X 10333
SDWX 10257	SDWX 10235	SDWX 10302	
SDWX 10258	SDWX 10236	\$DWX 10303	
SDWX 10259	SDWX 10237	SDWX 10304	•
SDWX 10260	SDWX 10238	SDWX 10305	
SDWX 10261	SDWX 10239	SDWX 10306	
SDWX 10262	SDWX 10240	SDWX 10307	
SDWX 10263	SDWX 10241	SDWX 10308	
SDWX 10264	SDWX 10242	SDWX 10309	
SDWX 10265	SDWX 10243	SDWX 10310	
SDWX 10266	SDWX 10244	SDWX 10311	
SDWX 10267	SDWX 10245	SDWX 10312	
SDWX 10268	SDWX 10246	SDWX 10313	
SDWX 10269	SDWX 10247	SDWX 10314	
SDWX 10270	SDWX 10248	SDWX 10315	
SDWX 10271	SDWX 10278	SDWX 10318	
SDWX 10272	SDWX 10279	SDWX 10317	
SDWX 10249	SDWX 10280	SDWX 10318	
SDWX 10250	SDWX 10281	SDWX 10319	
SDWX 10251	SDWX 10282	SDWX 10320	
SDWX 10252	SDWX 10283	SDWX 10321	
SDWX 10273	SDWX 10290	SDWX 10322	
SDWX 10274	SDWX 10291	SDWX 10323	
SDWX 10275	SDWX 10292	SDWX 10324	
SDWX 10276	SDWX 10293	SDWX 10325	
\$DWX 10277	SDWX 10294	SDWX 10326	
SDWX 10284	SDWX 10295	SDWX 10327	
SDWX 10285	SDWX 10296	SDWX 10328:	
SDWX 10286	SDWX 10297	SDWX 10329	
	SDWX 10254 SDWX 10255 SDWX 10256 SDWX 10267 SDWX 10258 SDWX 10259 SDWX 10260 SDWX 10261 SDWX 10262 SDWX 10263 SDWX 10264 SDWX 10265 SDWX 10266 SDWX 10266 SDWX 10267 SDWX 10269 SDWX 10270 SDWX 10270 SDWX 10271 SDWX 10272 SDWX 10272 SDWX 10250 SDWX 10252 SDWX 10252 SDWX 10273 SDWX 10275 SDWX 10276 SDWX 10276 SDWX 10277 SDWX 10284 SDWX 10284	SDWX 10253 SDWX 10287 SDWX 10254 SDWX 10288 SDWX 10255 SDWX 10289 SDWX 10256 SDWX 10234 SDWX 10257 SDWX 10235 SDWX 10258 SDWX 10236 SDWX 10259 SDWX 10237 SDWX 10260 SDWX 10238 SDWX 10261 SDWX 10239 SDWX 10262 SDWX 10240 SDWX 10263 SDWX 10241 SDWX 10264 SDWX 10242 SDWX 10265 SDWX 10242 SDWX 10266 SDWX 10242 SDWX 10265 SDWX 10244 SDWX 10266 SDWX 10245 SDWX 10268 SDWX 10246 SDWX 10269 SDWX 10247 SDWX 10270 SDWX 10278 SDWX 10271 SDWX 10279 SDWX 10260 SDWX 10280 SDWX 10261 SDWX 10280 SDWX 10271 SDWX 10279 SDWX 10272 SDWX 10280 SDWX 10260 SDWX 10281 SDWX 10252 SDWX 10282 SDWX 10273 SDWX 10290 SDWX 10274 SDWX 10290 SDWX 10275 SDWX 10293 SDWX 10276 SDWX 10293 SDWX 10277 SDWX 10293 SDWX 10277 SDWX 10293 SDWX 10277 SDWX 10294 SDWX 10284 SDWX 10296 SDWX 10295 SDWX 10277 SDWX 10296	SDWX 10253 SDWX 10287 SDWX 10298 SDWX 10254 SDWX 10288 SDWX 10299 SDWX 10255 SDWX 10289 SDWX 10300 SDWX 10256 SDWX 10234 SDWX 10301 SDWX 10267 SDWX 10235 SDWX 10302 SDWX 10258 SDWX 10236 SDWX 10303 SDWX 10259 SDWX 10237 SDWX 10304 SDWX 10260 SDWX 10238 SDWX 10305 SDWX 10260 SDWX 10239 SDWX 10306 SDWX 10261 SDWX 10239 SDWX 10307 SDWX 10262 SDWX 10240 SDWX 10307 SDWX 10263 SDWX 10241 SDWX 10308 SDWX 10264 SDWX 10242 SDWX 10309 SDWX 10265 SDWX 10242 SDWX 10310 SDWX 10265 SDWX 10244 SDWX 10311 SDWX 10266 SDWX 10244 SDWX 10311 SDWX 10267 SDWX 10244 SDWX 10312 SDWX 10268 SDWX 10246 SDWX 10312 SDWX 10269 SDWX 10246 SDWX 10313 SDWX 10270 SDWX 10247 SDWX 10316 SDWX 10270 SDWX 10278 SDWX 10317 SDWX 10272 SDWX 10278 SDWX 10317 SDWX 10250 SDWX 10280 SDWX 10319 SDWX 10251 SDWX 10280 SDWX 10319 SDWX 10252 SDWX 10283 SDWX 10321 SDWX 10273 SDWX 10283 SDWX 10321 SDWX 10274 SDWX 10290 SDWX 10323 SDWX 10275 SDWX 10291 SDWX 10323 SDWX 10276 SDWX 10291 SDWX 10323 SDWX 10277 SDWX 10293 SDWX 10326 SDWX 10277 SDWX 10294 SDWX 10326 SDWX 10277 SDWX 10296 SDWX 10327 SDWX 10277 SDWX 10296 SDWX 10327 SDWX 10277 SDWX 10296 SDWX 10327 SDWX 10285 SDWX 10296 SDWX 10327